

EXHIBIT E

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-and-

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Attorneys for Defendant United Air Lines,
Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALL NIPPON AIRWAYS COMPANY,)
LTD.)
)
Plaintiff,)
)
vs.)
)
UNITED AIR LINES, INC.,)
)
Defendant.)
_____)

Case No. C07-03422 EDL
Hon. Elizabeth D. Laporte

FOURTH AMENDED NOTICE OF TAKING VIDEO DEPOSITIONS
[Amended to Change Location]

TO: Counsel for Plaintiff

PLEASE TAKE NOTICE that the undersigned attorney will take the VIDEO depositions of the individual(s) listed below upon oral examination before a court reporter authorized to take depositions in the State of California. Deponent(s) are

requested to bring with them to the deposition the documents requested on the attached Exhibits A and B. The examinations will continue from day to day until completed. The depositions are being taken for the purpose of discovery, or for such other purposes as are permitted under the Rules of Court.

<u>Name of Deponent(s)</u>	<u>Date and Time</u>	<u>Location</u>
Teruo Usui	Tuesday November 27, 2007 9:00 a.m.	Coombs Reporting, Inc. 595 Market Street, Ste. 620 San Francisco, CA 94105-2802 888-406-4060
E Nishin Yamaguchi Eishin	Wednesday November 28, 2007 9:00 a.m.	
Yusuke Nishiguchi	Thursday November 29, 2007 9:00 a.m.	

You are invited to attend and cross-examine the witnesses.

RealTime and video equipment may be used by our attorney and the court reporter to transcribe and view instantaneously the testimony of the deponent.

Although additional serial feeds are available, our office takes no responsibility to arrange for other attorneys' necessary equipment. Said deposition shall be continued from time to time until completed by an officer authorized by law to administer oaths.

DATED: November 19, 2007

Jaffe, Raitt, Heuer & Weiss

By: 

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EXHIBIT A

1. **ANA INVESTIGATION FILE:** Produce a complete copy of the entire investigation file(s) prepared by or on behalf of ANA relative to the cause and circumstances relating to the October 7, 2003 incident at SFO which is the subject of the above-captioned litigation. Such materials should include but not be limited to unredacted copies of witness statements, reports, correspondence (including any emails or electronic data), photographs and/or any other material of any nature whatsoever that comprises the ANA file(s). To the extent you claim work product/privilege, provide a log with regard to those documents being withheld.
2. **ANA PILOT FILES:** With regard to Teruo Usui, Bishin Yamaguchi, and Yusuke Nishiguchi, produce unredacted copies of all file materials reflecting with regard to each of these ANA pilots, any accident/incidents which they were involved between 1995 to date, any disciplinary actions between 1995 to date, and records pertaining to their training and certification between 1995 to date. To the extent you claim work product/privilege, provide a log with regard to those documents being withheld.
3. **DOCUMENTS REGARDING GROUND HANDLING AGREEMENT:** With regard to the "Standard Ground Handling Agreement" including "Annex A - Ground Handling Services" and "Annex B - United Service IATA Standard Ground Handling Agreement" attached to the "Standard Ground Handling Agreement" between ANA and United in effect on October 7, 2003, produce all documents which reflect or pertain to the negotiating of the terms of this contract, the intent/interpretation of ANA with regard to the term contained in that contract, and the applicability or inapplicability of the agreement with regard to the events of October 7, 2003 at SFO which is the subject of this litigation. To the extent you claim any of these documents as work product/privileged, provide a log with regard to those documents being withheld.
4. **ANA OPERATIONS MANUAL:** Produce a complete copy of the ANA operations manual in effect on October 7, 2003 pertaining to the ANA 777 aircraft involved in the October 7, 2003 collision at SFO. Also, produce a copy of same as it exists today.
5. **PUBLICATIONS REQUIRED TO BE ON BOARD:** With regard to all publications which ANA and/or its flight crew were required to have on board the ANA aircraft on October 7, 2003, including but not limited to required publications relating to operating the aircraft at SFO and/or out of SFO to Japan and/or into Japan, produce a copy of same as they existed that day. Also, produce a copy of same as they exist today.

6. PUBLICATIONS REQUIRED TO BE ON BOARD: With regard to all publications which ANA and/or its flight crew were required to have on board the ANA aircraft on October 7, 2003, including but not limited to required publications relating to operating the aircraft at airports within Japan and/or from Japan to SFO.
7. ROUTING: Produce documentation reflecting the requested and/or assigned routing for the ANA aircraft on October 7, 2003 for the intended departure to Japan prior to the collision.

EXHIBIT B

Pursuant to FRCP 30(b)(6) you are hereby requested to designate one or more officers, directors, or managing agents, or other persons who consent to testify on behalf of ANA who are the most knowledgeable individuals with regard to one or more of the following topics:

1. Negotiations leading up to agreement and signature of the "Standard Ground Handling Agreement" (including "Annex A - Ground Handling Services" and "Annex B - United Services IATA Standard Ground Handling Agreement" attached to the "Standard Ground Handling Agreement").
2. Interpretation and intent of the provisions within the "Standard Ground Handling Agreement" (including "Annex A - Ground Handling Services" and "Annex B - United Services IATA Standard Ground Handling Agreement" attached to the "Standard Ground Handling Agreement").
3. The applicability of one or more of the terms within the "Standard Ground Handling Agreement" (including "Annex A - Ground Handling Services" and "Annex B - United Services IATA Standard Ground Handling Agreement" attached to the "Standard Ground Handling Agreement") to the events of October 7, 2003 which are at issue in this litigation.